

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Kobre & Kim LLP		2. Registration No. 6604
3. Name of Foreign Principal Low Taek Jho	4. Principal Address of Foreign Principal 69 Tanjung Bunga Park 11200 Tanjong Bungah Pulau Pinang, Malaysia	
5. Indicate whether your foreign principal is one of the following: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Government of a foreign country¹ </div> <div style="width: 50%;"> <input type="checkbox"/> Foreign political party </div> <div style="width: 100%;"> <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) </div> </div> </div> <input checked="" type="checkbox"/> Individual-State nationality Malaysian </div>		
6. If the foreign principal is a foreign government, state: <div style="margin-left: 20px;"> a) Branch or agency represented by the registrant b) Name and title of official with whom registrant deals </div>		
7. If the foreign principal is a foreign political party, state: <div style="margin-left: 20px;"> a) Principal address b) Name and title of official with whom registrant deals c) Principal aim </div>		

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The foreign principal identifies himself as a global philanthropist, investor and entrepreneur

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 30, 2018	Keith Whitman -Chief Operation Officer	/s/ Keith Whitman eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Kobre & Kim LLP

2. Registration No.

6604

3. Name of Foreign Principal

Low Taek Jho

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The privileged and confidential written agreement between the registrant and the foreign principal pertains to legal services exempt from registration under 22 U.S.C. 613(g). Attached here are the written contracts pertaining to the public relations activities for which this registration is submitted.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide counsel and guidance on public relations strategy with a focus on information related to various ongoing legal proceedings

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The activities described in Section 8 on some occasions include public relations relating to the Malaysian rule of law and Malaysian government

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 30, 2018	Keith Whitman	/s/ Keith Whitman eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

strategic communications consulting



June 8, 2018

Mr. Robin Rathmell
Kobre & Kim
1919 M Street, NW
Washington, DC 20036

RETENTION AGREEMENT

Dear Mr. Rathmell:

Following is an agreement between PRCG | Haggerty LLC ("PRCG") and Kobre & Kim ("Kobre," "you," "your"), for the use of PRCG's public relations services in the pending crisis/legal matter facing your client (the "client").

PRCG will provide communications consulting services to Kobre and your client in furtherance of this effort, according to the general terms of the proposal submitted on April 18, 2018. Services may include, but are not limited to: strategy and counsel; the drafting and editing of messages, media statements and other relevant documents; the coordination of relevant background materials; preparation of media spokespeople; general media outreach and interview arrangement; and other associated services.

As discussed, we will bill a professional fee of US \$50,000 per month for the first three months of service, with the two months' fee due upon commencement, and subsequent monthly fees payable monthly thereafter at the start of the third month. As we near the end of this initial three-month period, we'll have a better view for the parameters of the program we have outlined and the budgetary requirements for execution over the next 6-12 months. Based on this, the monthly retainer may be adjusted accordingly going forward upon agreement, per our original proposal. Either party may terminate this agreement with 30 days advance notice.

Routine expenses (postage, phone, photocopies, local transportation, etc.) are included in the retainer. Travel and other out-of-pocket expenses will be billed in addition to the retainer; air travel is billed at Business or First Class rates, depending on availability and distance. Travel time, with a maximum of eight billable hours each for outgoing and returning trip, will be billed in addition to our monthly retainer at our regular hourly rates. Other services that may be required, including website design, printing, advertising, focus groups, research and investigations, video and audio production, etc., would also be billed separately, against prior estimates, with your approval.

If desired, for the organization and structure of our litigation communications effort, we can provide a subscription to our CrisisResponsePro product (www.CrisisResponsePro.com) as part of our retention at a discounted rate. Particularly given the global nature of this assignment, you may find the portal essential for team collaboration, storage of important case-related materials, and other purposes. All material is double encrypted, in transit and at rest, for maximum security, and our portal is accessible from any computer, tablet, or smartphone. We can discuss the use of this product in our efforts as we move forward.

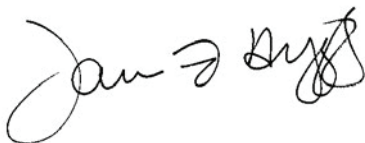
It is expressly agreed that PRCG is being hired through Kobre on behalf of the client, and paid through funds held by Kobre. PRCG is being retained to assist with the provision of legal advice in the current or pending litigation, and our work product is therefore privileged, confidential and exempt from disclosure under law. It is understood and agreed that client, and not Kobre, remains ultimately liable for payment for services provided by PRCG in this matter. As is our policy, all information you provide to us in the course of our work will be held in strictest confidence, and returned to you at your request upon completion of this assignment. We will not divulge to third parties, without the prior consent of you or your authorized representatives, any information developed in connection with the performance of this agreement. In the event PRCG or any of its affiliates or representatives receive a subpoena or other information request for documents and/or testimony from a private litigant, government entity or regulatory body, regarding PRCG's work on behalf of you and/or your client, PRCG will provide you with notice and the opportunity to intervene and raise objections. The client will compensate PRCG for any time, out-of-pocket costs, attorneys' fees, and damages incurred in responding to any subpoena, document request or other legal proceeding resulting from this assignment. The obligations under this provision shall survive the termination of this agreement.

Any and all matters in dispute concerning the interpretation or application of this agreement shall be subject to binding arbitration in accordance with the Commercial Arbitration Rules of The American Arbitration Association. In no event shall a demand for arbitration be made under this agreement after the date when commencement of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred under the applicable statute of limitations. The arbitrator's award shall be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law. The parties further agree that this agreement shall be governed by the laws of New York State, that proper venue for any such arbitration shall be New York City, and that the prevailing party shall be entitled to recover its attorney's fees and all associated costs.

To begin, please return a signed copy of this agreement, along with two month's retainer for our services, or US \$100,000. For convenience, we attach an invoice with our wire information to facilitate processing.

We look forward to working with you on this project.

Sincerely,



James F. Haggerty, Esq.
President and CEO



AGREED TO AND ACCEPTED, by Kobre & Kim

DATED: 6/11/18

BY: ROBIN RATHMELL

TITLE: PARTNER

strategic communications consulting

PRCG | Haggerty LLC

8 August 2018

Mr. Robin Rathmell
Kobre & Kim LLP
1919 M Street, NW
Washington, DC 20036

RE: Amendment to Retainer Agreement

Dear Rob,

Pursuant to our conversation, attached is an amendment to our retainer agreement dated 8 June 2018, with an agreed-upon monthly professional fee budget through year-end.

As discussed, based upon the workload—particularly over the last month—we have exceeded our initial retainer of \$150,000. Going forward, and effective this date, our monthly retainer will be \$100,000., payable on or before the 8th of each month, with the first month due immediately. In addition, we have engaged our Australian partners to provide overnight Asia/Pacific coverage and strategy and outreach to Asian and Australian media as needed. This will cost an additional \$20,000 per month. All amounts are noted in the attached invoice.

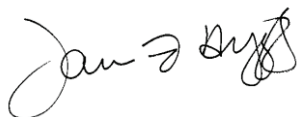
Should you require broader public affairs, government relations, digital advertising or other services in Australia through PRCG's affiliate there, that will be billed separately through PRCG against pre-approved budgets.

All other terms of our agreement remain the same. At the end of 2018, based upon our expected workload, we can make further adjustments to our budget as needed. This agreement also may be altered at any time upon mutual agreement of the parties.

It is expressly agreement that all of PRCG's efforts are in support of your firm's effective legal representation of your client in ongoing and/or potential legal proceedings around the globe. As such all of our work is covered by attorney-client privilege and the work product doctrine.

To confirm our agreement, please sign below and return a copy to me with payment of the attached invoice.

Sincerely,

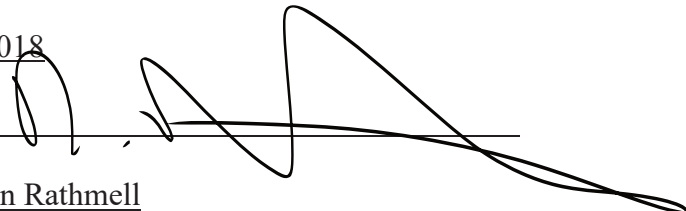


James F. Haggerty
President and CEO

AGREED TO AND ACCEPTED,
Kobre & Kim LLP

DATED: August 9, 2018

SIGNATURE: _____

A handwritten signature in black ink, appearing to read 'Robin Rathmell', is written over a horizontal line. The signature is stylized with a large loop and a long, sweeping tail.

PRINT NAME: Robin Rathmell

TITLE: Partner



CONSULTING SERVICES AGREEMENT

Consulting Services Agreement (this “Agreement”) dated as of August 6th, 2018 and effective as of August 6th, 2018 (the “Effective Date”), by and between MARATHON STRATEGIES, LLC, a New York limited liability company (hereinafter referred to as the “Consultant”) and Kobre & Kim LLP’s Private Client (hereinafter referred to as the “Client”). The Consultant is authorized by Client to take instruction from Mr. Robin Rathmell of Kobre & Kim LLP in this matter.

1. Services. Client hereby engages Consultant to perform, and Consultant agrees to provide, consulting services, including those services, if any, described on Schedule A hereto and those that may hereafter be agreed upon between the parties in writing (collectively the “Services”). In performing the Services, Consultant may examine correspondence, agreements, corporate records, websites, certificates of public officials and other documents (collectively, “Documents”) as Consultant deems necessary or advisable in order for it to perform the Services. Consultant shall take reasonable measures to verify independently the representations or statements contained in such Documents, but cannot be a guarantor of their accuracy. Consultant agrees to perform the Services in a professional and confidential manner in accordance with all prevailing industry standards.

2. Consulting Period. The term of Consultant’s engagement to perform Services under this Agreement (the “Consulting Period”) commenced on the Effective Date and shall continue in force until either party gives the other not less than ninety (90) days prior written notice of its intent to end the Consulting Period. In the event of a material breach or default by either party in the performance of its obligations under this Agreement, including, without limitation, any payment default, the non-breaching party shall have the right to terminate the Consulting Period following not less than fifteen (15) days prior written notice to the other party reasonably specifying the alleged actions constituting the breach or default and identifying the section or sections of this Agreement claimed to be breached, and the failure of such party to cure such breach or default within such fifteen (15) day period.

3. Consulting Fee. During the Consulting Period, Client agrees to pay to Consultant for its Services the sum of \$35,000 per month for media relations services and \$20,000 per month for digital services outlined in Schedule A. Fee shall be payable monthly in advance on the first business day of each month during the Consulting Period and shall be due and upon submission of an invoice from Consultant to Client. If payment is not received within 30 days of submission of an invoice, a late fee equal to ten percent (10%) of the invoice amount will be applied to the next invoice. If the Consultant’s time associated with delivering the scope of services consistently exceeds the number of hours used to determine the retainer fee, Client agrees to review and mutually agree with Consultant a fee revision. Any proposed fee increase will be advised in writing by Consultant not later than fifteen (15) days prior to the commencement of the month in which such increase is to take effect. Consultant agrees that Kobre & Kim LLP will not be liable for any fees and expenses in this Agreement, although Kobre & Kim LLP may from time to time advance fees and expenses on behalf of the Client.

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4. Expenses. Client shall promptly reimburse Consultant for all reasonable and documented out-of-pocket expenses and disbursements incurred by Consultant in connection with Consultant's performance of the Services, including, but not limited to, printing, media monitoring, taxis, hotel accommodation and travel expenses. For any expense in excess of US\$500, Consultant will seek Client's prior approval.

5. Confidentiality. During the course of the Engagement Period, Consultant may have access to, and shall assist in developing, material non-public information that has been identified as being confidential or which a reasonable person would conclude was confidential or proprietary in nature (collectively, "Confidential Information"). Consultant agrees to keep all Confidential Information in strict confidence and shall treat such Confidential Information with at least the same degree of care as it treats its own Confidential Information. Consultant shall not use or disclose any Confidential Information, except on a need to know basis to its employees, subcontractors and agents (each a "Restricted Person") who are themselves assisting Consultant in the performance of the Services and who are under written confidentiality obligations. Consultant's confidentiality obligations under this Section 5 are in addition to, and not in substitution for, any undertakings by Consultant under any standalone confidentiality agreement that may be required by Client.

6. No solicitation. Client covenants and agrees that, during the Consulting Period and continuing for a period of twelve months following the last day of the Consulting Period, Client shall not, without Consultant's prior written consent, which consent may be withheld or conditioned at the sole and absolute discretion of Consultant, directly or indirectly: (a) recruit, solicit, or cause or authorize to be solicited for employment or engagement as an independent contractor any Restricted Person; (b) induce or attempt to induce any Restricted Person to cease to be employed (or otherwise engaged) by the Consultant; or (c) employ, hire or engage, or cause to be employed, hired or engaged, as an employee, director, officer, partner, member, manager, consultant, agent, independent contractor or in any other capacity, any Restricted Person.

7. No Disparagement. Each party agrees that neither it, nor any of its owners, directors, officers or executive level employees, will, directly or indirectly, take any action or make or publish any comment that is defamatory, disparaging or otherwise critical of the other party or such other party's directors, officers, members (including, without limitation, Phil Singer) and managers, or the operations, business, or business practices of any Protected Person, or that would otherwise tend to have an adverse effect (including any activities in the field of online reputation management) upon the business interests or reputation of any Protected Person. The foregoing restriction shall continue to apply both during and forever following the expiration, for any reason, of the Consulting Period.

8. Indemnification. Consultant agrees to indemnify and hold harmless Client from and against third party claims based upon or arising from the gross negligence or willful misconduct of

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Consultant in providing the Services; except that, notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, in no event shall Consultant's indemnification obligations under this Agreement (and/or other obligations under any other agreement between the parties) exceed the total aggregate fees actually paid to Consultant under Section 3 of this Agreement. Client agrees to indemnify and hold harmless Consultant (including its personnel), to the fullest extent lawful from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, process (including without limitation subpoenas), proceedings and investigations in respect thereof, to which any Consultant (including its personnel) may become subject, arising out of or in connection with our engagement under, or any matter referred to, in this agreement to and to periodically reimburse Consultant for its legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, process (including without limitation subpoenas), proceeding or investigation. Client shall not be responsible to indemnify Consultant for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by Consultant due to its gross negligence, willful misconduct or bad faith. To the extent that any prior payment Client made to Consultant is determined to have been improper by reason of such Consultant's gross negligence, willful misconduct or bad faith, Consultant will promptly pay Client such amount

9. Independent Contractor. The relationship created hereunder between the Client and Consultant shall be solely that of independent contractors entering into an agreement. Neither party shall make any representation or assertion or take any actions which could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties. Neither party shall have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

10. Specific Performance. Without intending to limit the remedies available to the parties hereto, each party acknowledges that a breach of any of the agreements and other promises set forth in sections 5, 6 and/or 7 of this Agreement may result in material and irreparable injury to any other party for which there is no adequate remedy at law, and that it may not be possible to measure damages for such injuries with reasonable certainty. In the event of such a breach or threat thereof, the aggrieved party shall be entitled to obtain preliminary and/or permanent injunctions or such other relief as may be required to specifically enforce any of the promises and other covenants of the other party under sections 5, 6 and/or 7 of this Agreement.

11. Mediation. The parties agree that, except for actions solely seeking specific performance of the obligations of the parties under sections 5, 6 and/or 7 of this Agreement, any dispute, difference or controversy arising under this Agreement shall be submitted to non-binding, confidential mediation by a



private mediator mutually agreed upon by the parties. Such mediation shall be a precondition of bringing suit on this Agreement.

12. Miscellaneous. The internal laws of the State of New York shall govern the provisions of this Agreement. If any provision of this Agreement is found to be illegal or invalid, such provision will be modified to the extent necessary to comply with applicable law and refashioned to best approximate the original intent of the parties, and the remaining provisions shall remain in full force and effect in accordance with their terms. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. This Agreement may be amended or modified only by a written instrument duly executed by both parties. This Agreement may be executed in counterparts and may be delivered via pdf, facsimile or by other electronic means.

Dated and effective as of the dates first above written.

CONSULTANT

MARATHON STRATEGIES, LLC

CLIENT

Mr. Robin Rathmell at Kobre and Kim LLP,
Authorized to Enter into Agreement on behalf of
Kobre & Kim LLP's Private Client

By: _____
Phil Singer, its authorized agent

By: _____
Name: _____
Title: _____

**SCHEDULE A:**

This Statement of Work represents an agreement between Kobre & Kim LLP's Private Client ("Client") and Marathon Strategies (Consultant).

Consultant will provide the following services:

<u>Activity</u>	<u>One-Off Fees (\$)</u>	<u>Monthly Fees (\$)</u>	<u>Notes</u>
Media Relations & Content Development <ul style="list-style-type: none"> • Strategy and planning • Written collateral • Media engagement • Monitoring • Outreach 		35,000	A minimum commitment of three months is requested
Video	3,000-7,000 per video		Videos are for digital content
Third-Party Engagement <ul style="list-style-type: none"> • Identification and engagement 	100,000 - 150,000		This initial investment in will be held in an escrow account and drawn against as needed (including a 10% management fee). Unused funds will be returned to client. Additional monies may be needed.
Digital <ul style="list-style-type: none"> • Social media management • Audience identification and social media monitoring • Social media promotion to target audiences 	21,500	20,000	We will manage all social media activations and paid promotion of content. For digital ads, budgets generally range from \$25,000 to \$100,000 (including a 15%

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	25,000- 100,000		commission). Additional monies may be needed as program evolves.
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*Note: The costs included in each line item apply only to the described services. Other services entail separate fees. The above items do not include out-of-pocket fees (such as research database expenses, broadcast media clipping services, filming, production of collateral and printing, etc.) that may be incurred while working on client's behalf. These charges will be billed back at cost to client and will not exceed US \$500 per month without written approval.



August 10, 2018

To Kobre & Kim LLP

This letter will serve as the formal Letter of Agreement ("Agreement") between Five Blocks Inc. ("Contractor") and Kobre & Kim LLP's Private Client ("Client"). The terms and conditions of the Agreement are stated below and supersede any prior terms and conditions. The Contractor is authorized by Client to take instruction from Mr. Robin Rathmell ("Authorized Representative") of Kobre & Kim LLP in this matter.

1. **Duties.** Contractor shall devote such time and effort in performance of its duties as may reasonably be requested under the Digital Reputation Management Program. Contractor will assist in the following activities on a reasonable best effort basis to include: Digital Reputation Management and positioning activities as outlined for specific individuals in specific countries as outlined in the attached proposal "Digital Reputation Management for Jho Low and Associations" dated August 1, 2018.
2. **Term.** Contractor's duties under this Agreement shall commence on August 20, 2018 subject to Paragraph 5 below and continue for a minimum of six (6) months until at least March 20, 2019. After the initial six-month period, the agreement will remain in force until terminated according to the provisions in Paragraph 9. The work shall be subject to the timing and compensation provisions in Paragraph 3. This agreement may be renewed or modified as may be further agreed to in writing.
3. **Compensation.** In complete consideration of the services to be provided under this Agreement, Client shall pay Contractor \$70,000 per month. Client further agrees to pay Contractor additional fees each month for meeting specific milestones as outlined on page 23 ("Milestone Incentives") in the attached proposal "Digital Reputation Management for Jho Low and Associations" dated August 1, 2018.
4. **Expenses.** Client shall reimburse Contractor at-cost for any expenses incurred in the completion of the work outlined in the proposal including (but not limited to) travel, printing, web or graphic design, audio/visual production, paid advertising placement, and web hosting fees. Contractor agrees not to incur any expenses without prior written approval from Client.
5. **Billing and Payment.** The billing period will begin with the first day of work Contractor provides for the program. Payments shall be made monthly, in advance of each month. The first payment must be made prior to start of the program in order to allow Contractor to initiate work. Contractor agrees that Kobre & Kim LLP will not be liable for any fees and expenses in this Agreement, although Kobre & Kim LLP may from time to time advance fees and expenses on behalf of the Client.
6. **Independent Contractor Status.** It is understood and agreed that the operations of Five Blocks are those of an independent contractor, and that Five Blocks has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that Five Blocks, its officers, and employees are not employees of Client, and Contractor is not, except as herein provided, subject to control by Client.



7. Disclosure and Confidentiality. All non-public information given to Contractor by Client will be considered as confidential information and shall be maintained as such by Contractor until the same becomes known to third parties or the public without release thereof by Contractor. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with relevant laws and ethical standards and agrees that confidential information will not, without prior written consent, be disclosed to a third party, in any manner whatsoever, in whole or in part. Further, Contractor agrees to inform Client immediately upon receiving reason to believe that persons or entities are seeking to obtain any confidential information about Client.
8. No Solicitation. During the Term of this Agreement and for a period of one year after its termination, Client shall not for its purposes or for the purposes of a third party employ or solicit for employment any person who is in the employment of Consultant or who has been in the employment of Consultant since the Effective Date of this Agreement.
9. Termination of Agreement. Notwithstanding the terms of this Agreement, either party may terminate this Agreement after March 20, 2018 upon 60 days written notice to the other, with no further obligation other than for the Client to pay Contractor such fees and expenses incurred and through the end of the 60-day notice period. Contractor enters into this Agreement with the full intent and obligation of fulfilling his/her responsibilities listed under Section 1. Should Contractor fail to perform his/her responsibilities and meet the obligations specified in this Agreement, he will forfeit any remaining payments designated in this Agreement.
10. This letter of agreement shall be governed by the laws of the state of New York.

Sincerely,

Sam Michelson
Chief Executive Officer

Agreed to and accepted this 10th day of August, 2018.

Authorized Representative Signature: _____

Robin Rathmell, Authorized to Enter into Agreement on behalf of Client:



CONTRACT

Strictly Private and Confidential

Date: September 25 2018

1) This Agreement confirms the appointment of The PHA Group Limited of Hammer House, 117 Wardour Street, London W1F 0UN (The "Consultancy") to Kobre and Kim LLP of 1919 M Street, NW, Washington DC, 20036, (The "Counsel") on behalf of their Private Client (The "Client") to implement a public relations programme (or a fitting description of category or categories of services) along the lines of the agreed PR Proposal. It should be noted that the agreed Proposal is a guideline only and the Consultancy is not bound by its contents. The Consultancy agrees and consents that it will take instructions from Counsel as an authorised representative of the Client in this Agreement.

2) This Agreement will commence on September 25 2018 and, unless terminated earlier in accordance with this clause, shall continue for an initial period of 2 weeks.

3) The Client agrees to pay the Consultancy a fee of £10,000 exclusive of VAT and exclusive of any reasonable expenses incurred by the Consultancy in the course of carrying out their obligations under this Agreement. Our standard terms are that payment is due in advance of our services and on receipt of our invoice. Payment should be made by cheque directly to our bank [REDACTED]

[REDACTED] We also accept credit card payments or cheques. If payment has not been received by the due date the Consultancy reserves the right to pause the delivery of its services until payment is received or to terminate this Agreement with immediate effect.

4) There will be a standard admin fee of £200 exclusive of VAT. The admin fee is a simple method to cover the basic costs of running a client account to save numerous disbursement invoices. Costs covered include telephone calls, local travel to and from the Client premises or associated third parties for meetings, the purchase of magazines and publications containing Client coverage, access to subscription services to assist delivery on the account, printing and binding of coverage books, invoicing and payment collection and processing.

Long distance travel, courier charges and the entertainment of journalists, will be recharged to the Client but are subject to prior agreement with the Client.

5) Expenses other than those referred to in paragraph 4) and incurred by the Consultancy in the course of executing the PR programme will be invoiced in arrears. All such invoices are payable on receipt of our invoice. Expenses will be supported by receipts. Wherever possible the Consultancy will seek prior approval from the Client but it should be understood that such expenses will include travel expenses outside of the scope of paragraph 4), courier charges for distributing samples etc, entertaining expenses where appropriate.

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6) From time to time the Consultancy may work with the Client on their instructions to seek commercial partnerships or sponsorship opportunities using the Consultancy's contacts and influence. When the Consultancy is instrumental in establishing a commercially advantageous deal for the Client the Consultancy reserves the right to discuss a commission-based fee for such a deal by mutual agreement.

7) It is an obligation on all companies and individuals that receive, make, distribute internally and/or externally and/or display on their website or any other presentational or marketing material copies or part of copies of newspaper articles or magazine articles to hold valid newspaper copying and other relevant copyright licences regardless of whether an external agency is involved. The Consultancy is not responsible for this statutory requirement for any other third party.

8) All amounts due under this Agreement shall be paid by the Client to the Consultancy in full without any set-off, counterclaim, deduction or withholding. The Consultancy reserves the right to charge interest at the rate of from time to time in force under the Late Payment of Commercial Debts (Interest) Act 1998 on invoices not paid by the Client within 30 days of the due date for payment. The Consultancy agrees that Counsel shall not be liable for any fees and expenses in this Agreement, although Counsel may from time to time advance fees and expenses on behalf of the Client.

9) For the avoidance of doubt this agreement does not cover the handling of a crisis. As part of the standard PR contract the consultancy will support the Client with normal day to day interaction with the media. However, should a situation develop and escalate which represents services outside of the scope of the agreed PHA Engagement document, to such an extent that substantive extra resource is required to support the Client, then the consultancy reserves the right to charge an extra fee. In addition to a crisis, any work that requires expenses to be greater than the above agreed fee will be subject to written agreement with the Client prior to incurring these expenses.

10) The Consultancy agrees not to make public any confidential information which is received by the Consultancy from whatever source and which relates to the Client without the Client's permission. For the avoidance of doubt, confidential information shall be information in whatever form including written, verbal or electronic, which is not already publicly available or which has not become publicly available through an unauthorised disclosure by the Consultancy. The Client agrees not to disclose any information confidential in nature relating to the Consultancy other than information which is already part of the public domain or which enters the public domain other than as a result of disclosure by the Client.

11) The Client shall not, without the written consent of a director of the Consultancy, at any time during this Agreement or within 12 months thereafter offer to employ, or otherwise endeavour to entice away from the Consultancy,

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engage or employ directly or indirectly the services of any person employed or engaged by the Consultancy and who has in the previous 12 months been engaged by the Consultancy in the provision of services for the Client.

13) If any provision of this Agreement should be held to be invalid it shall to that extent be severed and the remaining provisions shall continue to have full force and effect.

14) This Agreement cancels and is in substitution for all previous letter of engagement, agreements and arrangements whether oral or in writing between the Consultancy and the Client, all of which shall be deemed to have been terminated by mutual consent. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15) This Agreement shall be construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

16) Any notice given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

17) The Consultancy shall provide the services using reasonable care, skill and ability and shall use all reasonable endeavours to meet any specified performance dates for the services, but any such dates shall be estimates only unless the Consultancy expressly agrees in writing to the contrary. The Consultancy shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the Consultancy shall be entitled to a reasonable extension of the time for performing such obligations. The Client shall provide the Consultancy with all information, materials and assistance that the Consultancy may reasonably require for the provision of the services and use all reasonable endeavours to ensure that all information in provides to the Consultancy is complete and accurate in all material respects.

18) Nothing in this Agreement shall limit or exclude the Consultancy's liability for death or personal injury caused by its negligence or fraud or fraudulent misrepresentation. Subject to this:

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- (a) the Consultancy shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and
- (b) the Consultancy's total liability to the Client in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the average annual fees (calculated by reference to the charges in successive 12 month periods from the date of this Agreement) paid by the Client under this Agreement.

19) Data Protection and Data Processing

(a) In this clause:

Data Protection Legislation shall mean: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

GDPR shall mean: General Data Protection Regulation ((EU) 2016/679).

(b) Both parties will comply with all applicable requirements of the Data Protection Legislation. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Consultancy is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation. The scope, nature and purpose of processing by the Consultancy, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation) are as follows:

(i) Scope: PR services described in the PHA Group "Engagement" Document

(ii) Nature and types of personal data: email addresses and phone numbers

(iii) Purpose of processing: as part of provision of PR services

(iv) Duration of the processing: two weeks from September 25 2018

(c) The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Consultancy for the duration and purposes of this Agreement.

20) Kobre & Kim LLP and PHA Group agree that PHA Group can start work in advance of receiving payment on the basis that Client agrees to pay our fees up to a maximum cap of US \$10,000 (inclusive of VAT or other taxes or charges) and Kobre & Kim LLP agree to specifically allocate funds held for the sole purpose of payment of those capped fees.

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For and on behalf of The PHA Group Limited

Name..... PHILIP HALL
Signature..... *[Handwritten Signature]*
Date..... 2/10/18

For and on behalf of Kobre and Kim LLP's Private Client

Name..... Robin Rathmell
Signature..... *[Handwritten Signature]*
Date..... October 3, 2018

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